

Deed Restrictions

1) FENCES

The developer/builder (HEXACOMB PANEL SYSTEMS) will provide backlot separation fencing.

Any sidelot fencing desired by home owners will be provided by the individual home owners and must be of a similar design, style, material, and construction to be compatible with existing fence structures.

Only backyards may be fenced completely. No front yard fencing will be permitted.

2) TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite receiver may not stand higher than the eye line of the individual home.

3) STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowners lot, must not exceed a total square footage of 122 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

4) VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers, tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

5) JUNK, TRASH, AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to move it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

Deed Restrictions (Cont.)

6) ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

7) RESIDENCY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

8) LANDSCAPING

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, starter grass, etc.

Homeowners will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

9) PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic systems, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

10) COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

11) TRASH COLLECTION AND REMOVAL

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Deed Restrictions (Cont.)

11) TRASH COLLECTION AND REMOVAL (CONT.)

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

12) MAINTENANCE FEES

The builder/developer will maintain all streets (until such time that they are taken over by the county maintenance), sewer system, water system, handle trash collection, and generally maintain all subdivision grounds and common areas, until such time that these functions may or may not be taken over by a Homeowner's Association. For these services, a small monthly maintenance fee will be assessed each homeowner.

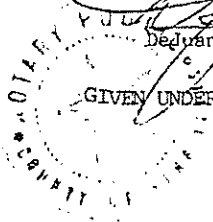
THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 ACRES of LAND OUT OF W.T. CROOK SURVEY 71, A-114

Surveying by: Voelkel Engineering and Surveying.

BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST - OWNER

*[Handwritten Signature]*  
Dedran Abel - Trustee



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, 1988.

*Pamela U. Hardin*  
*Pamela U. Hardin*  
Commission Expires 12-25-88

RECORDED IN Real Property  
FILE DATE: April 15, 1988  
FILE TIME: 10:55 O'CLOCK A.M.  
VOL. 467 PAGE 438  
RECORDING DATE

Any provisions herein which restricts the sale, rental or use of the described real property because of color of race is invalid and unenforceable under Federal Law (U.S. STATE OF TEXAS) COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County Texas on

APR 21 1988



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY: *[Handwritten Signature]*  
Deputy

APR 21 1988



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD

at 10:55 o'clock A.M

APR 15 1983

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
by Suzanne C. Nix, Deputy

Filed by & Return to:  
DeJuan Abel  
819 Water Street, Suite 370  
Kerrville, Texas 79028

Amended  
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The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

13) PROHIBITION AGAINST MOVING IN HOUSES OR MOBILE HOMES

No dwelling, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

14) AMENDMENT OF COVENANTS AND RESTRICTIONS

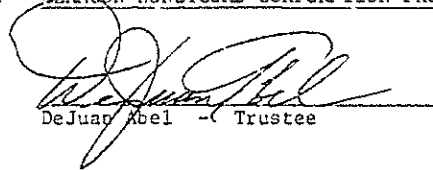
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7.92 ACRES of LAND OUT OF W.T. CROOK SURVEY 71, A-114

Surveying by: Voelkel Engineering and Surveying.

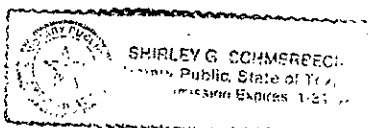
BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST - OWNER

  
DeJuan Abel - Trustee

Filed 6th Day of March A.D. 1989  
PATRICIA DYE  
Kerr County Clerk, Kerr County, Texas  
By Lara Hudson Deputy

STATE OF TEXAS  
COUNTY OF KERR

SWORN AND SUBSCRIBED before me on the 6th day of March 1989.



Shirley G. Schmebeck

Return to: DeJuan Abel  
Hexagon Honeycomb Corporation  
One Schreiner Center  
Kerrville, TX 78028

VOL. 501 PAGE 328

any provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law, (14 U.S.C. 8101 et seq.)  
COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED, in the Official Public records of Real Property of Kerr County Texas on

MAR 6 1989



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property  
FILE DATE: March 6, 1989  
FILE TIME: 12:41 O'CLOCK P M  
VOL. 501 PAGE 325  
RECORDING DATE

MAR 6 1989



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY [Signature]  
Deputy



CASTLECOMP  
SECOND AMENDED  
DEED RESTRICTIONS

7032

**1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS**

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THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 acres of land out of W.T. Crook Survey 71, A-114  
Surveying by: Voelkel Engineering and Surveying

BY: HEXAGON HONEYCOMB CORPORATION PROPR SHARING PLAN AND TRUST-OWNER

*[Signature]*  
DeJuan Abel, Trustee

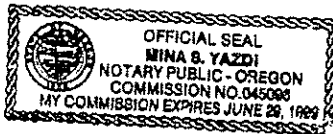
STATE OF OREGON  
COUNTY OF Multnomah

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT, BACKGROUND OF PAPER, ILLEGIBILITY, COPY OR PHOTO COPY, ETC.

SWORN AND SUBSCRIBED BEFORE ME on this the 10 day of September, 1996, by DeJuan Abel, Trustee.

Return To: Castlecomb Trust  
1792 S.W. Montgomery Dr.  
Portland, OR 97201

*Mina S. Yazdi*  
Notary Public



FILED FOR RECORD  
at 4:50 o'clock P M

SEP 18 1996

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
Deputy

✓ Filed By: Fidelity Abstract & Title Co.

RECORD Real Property  
VOL 807 PG

RECORDING DATE

SEP 16 1996

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.  
THE STATE OF TEXAS  
COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number Sequence on the case and at the time stamped hereon and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY

100/castle.dee

SEP 16 1996



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

## WARRANTY DEED

7033

Date: September 10, 1996

Grantor: DEJUAN ABLE, TRUSTEE FOR THE CASTLECOMB TRUST, dated  
December 18, 1993Grantor's Mailing Address: 1792 S. W. Montgomery Drive  
Portland, OR 97201

Grantee: AUTHCO ENTERPRISES, INC.

Grantee's Mailing Address: 509 Peterson Dr. #112  
Kerrville, Tx 78028Consideration: TEN AND NO/100 DOLLARS (\$10.00)  
and other valuable consideration.

## Property (including any improvements):

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being Lots 8,9 and 19, Block 1, of Castlecomb, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 5, Page 307, Plat Records of Kerr County, Texas.

## Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants recorded in Vol. 467, Page 438, and Vol. 501, Page 325 and File No. 7032, Real Property Records of Kerr County, Texas.
2. Electric line easement to L.C.R.A., dated August 18, 1945, recorded in Vol. 76, Page 563, Deed Records of Kerr County, Texas.
3. Aviation and Clear Zone Easement dated July 21, 1969, recorded in Vol. 5, Page 597, Easement Records of Kerr County, Texas.
4. Easements per plat recorded in Vol. 5, Page 307, Plat Records of Kerr County, Texas.
5. Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 467, Page 438 and Volume 501, Page 325, Real Property Records, Kerr County, Texas.
6. Any visible and/or apparent roadways or easements over or across the subject property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and

Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

THE CASTLECOMB TRUST  
BY: [Signature]  
DeJuan Able, Trustee

STATE OF Oregon )

COUNTY OF Multnomah

This instrument was acknowledged before me on the 10 day of September, 1996, by DeJuan Able, Trustee of The Castlecomb Trust.

[Signature]  
Notary Public

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I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on



SEP 16 1996



[Signature]  
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FILED FOR RECORD  
at 4:50 o'clock P on SEP 13 1996

[Signature]  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
Deputy

FIDELITY ABSTRACT AND TITLE CO.  
Ph 896-4311 Kerrville, Texas 520 +571

AFTER RECORDING RETURN TO:  
AUTHCO ENTERPRISES, INC.  
509 PETERSON DR., #112  
KERRVILLE, TEXAS 78028

RECORD Real Property  
VOL 867 pg 696

RECORDING DATE

SEP 16 1996

1090000.aya



[Signature]  
COUNTY CLERK, KERR COUNTY

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13. AMENDMENT OF COVENANTS AND RESTRICTIONS

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete or add to these covenants and restrictions.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 acres of land out of W.T. Crook Survey 71, A-114  
Surveying by: Voelkel Engineering and Surveying

BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST-OWNER

*[Signature]*  
DeJuan Abel, Trustee

STATE OF OREGON )  
COUNTY OF Multnomah )

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGALITY, CARBON OR PHOTO COPY, ETC.

SWORN AND SUBSCRIBED BEFORE ME on this the 10 day of September, 1996, by DeJuan Abel, Trustee.

Return To: Castlecomb Trust  
1792 S.W. Montgomery Dr.  
Portland, OR 97201

*Mina S. Yazdi*  
Notary Public



FILED FOR RECORD  
at 4:50 o'clock P M

SEP 13 1996

PATRICIA OYE  
Clerk County Court, Kerr County, Texas  
Deputy

✓ Filed By: Fidelity Abstract & Title Co.

RECORD Real Property  
VOL 809 PG 286

RECORDING DATE

SEP 26 1996

Provisions herein which restrict the sale, rental or use of the described property because of race or race is invalid and unenforceable under Federal Law.  
THE STATE OF TEXAS  
COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time indicated hereon by me and was ONLY RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

SEP 26 1996



*Patricia Oye*  
COUNTY CLERK, KERR COUNTY

100/castle.dee



*Patricia Oye*  
COUNTY CLERK, KERR COUNTY, TEXAS



CASTLECOMB  
THIRD AMENDED  
DEED RESTRICTIONS

1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite may not stand higher than the eve line of the individual home.

2. STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowner's lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

3. VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

4. JUNK, TRASH, AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to remove it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

5. ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

**6. RESIDENCY REQUIREMENTS**

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

**7. LANDSCAPING**

Homeowner's will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

**8. PRIVATE UTILITIES**

The builder/developer has provided public streets, sewers, water and utilities.

No private septic system, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

**9. COMMERCIAL ENTERPRISES**

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

**10. TRASH COLLECTION AND REMOVAL**

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in a metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

**11. MAINTENANCE FEES**

The subdivision developer and/or owners shall maintain the sewer systems, handle trash collection and generally maintain all subdivision grounds and common areas, until such time, that these functions may or may not be taken over by a Homeowner's Association. For these services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

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No dwellings, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

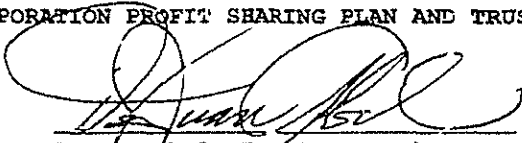
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CASTLECOMB SUBDIVISION  
7.92 acres of land out of W.T. Crook Survey 71, A-114  
Surveying by: Voelkel Engineering and Surveying

BY: HEXAGON HONEYCOMBS CORPORATION PROFIT SHARING PLAN AND TRUST-OWNER


  
DeJuan Abel, Trustee

STATE OF Oregon )

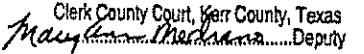
COUNTY OF Multnomah )

SWORN AND SUBSCRIBED BEFORE ME on this the 24 day of June, 1997, by DeJuan Abel, Trustee.



  
Notary Public

Filed by + return to:  
Kenneth J. Zepko  
222 Sidney Baker  
Suite 500  
Kerrville Tx 78028

FILED FOR RECORD  
at 12:02 o'clock P.M.  
JUL 1 - 1997  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
 Deputy

RECORD Real Property  
VOL 906 PG 749  
RECORDING DATE  
JUL 02 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is hereby and unambiguously voided under Federal Law. THE STATE OF TEXAS ) COUNTY OF KERR ) I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JUL 02 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
REPRODUCTION DUE TO DEPTH & DARKNESS OF  
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF  
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

**1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS**

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite may not stand higher than the eye line of the individual home.

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Any storage buildings, shed, workshop, structure of any type that is added to a homeowner's lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

**3. VEHICLES (INCLUDING RECREATIONAL VEHICLES)**

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7. LANDSCAPING

The builder/developer will provide "starter landscaping" e.g. graded lots, top soil, starter grass, etc.

Homeowner's will be expected to landscape and maintain the lot and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

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No private septic system, water system, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

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Plastic bags of garbage and trash will be placed on front lot curbs on designated pick up days.

11. MAINTENANCE

The subdivision developer and/or owners shall maintain the sewer systems, handle trash collection and generally maintain all subdivision grounds and common areas, until such time, that these functions may or may not be taken over by a Homeowner's Association. For these services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

12. RULES RETAINING TO MODULAR OR FACTORY BUILT HOMES

Any dwelling, house, factory built, modular or other pre-manufactured home that may be moved upon the premises of this subdivision, shall: 1) be permanently affixed to piers and/or foundation, 2) have any wheels and axles used in delivery removed, 3) be permanently skirted or enclosed, 4) shall have a roof pitch of 3/12 or greater, and 5) shall meet or exceed the standards imposed by any of the following residential building codes: E.G. HUD, TEXAS MODULAR CODE, IRC (International Residential Code), BOCA, SBIC, ICBO; and shall meet or exceed the minimum standards for residential construction and code requirements of the city of Kerrville, and Kerr County, TX. Any home must be considered Real Estate or Real Property and not Chattel or Personal Property.

No single or double-wide units, commonly referred to as "Mobil Home", and no "Used" or "Pre-owned" structures of any kind shall be located on the premises of this subdivision.

13. AMENDMENT OF COVENANTS AND RESTRICTIONS

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete, or add to these covenants and restrictions

---





Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS } COUNTY OF KERR }  
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

OCT 01 2003



*Janet Lipser*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*  
VOL. 1303 PG. 648  
RECORDING DATE

OCT 01 2003



*Janet Lipser*  
COUNTY CLERK, KERR COUNTY, TEXAS

This document to which this certificate is attached, containing 22 pages, is a full, true and correct copy of the original as the land of record in my office.

ATTEST: January 30 2013  
LINDA UECKER, District Clerk  
Kerr County, Texas

By: L. Quinn L. Walker

NO. 04-255-B

CASTLECOMB HOMEOWNERS ASSOCIATION  
Plaintiff,  
  
vs.  
  
HEXAGON HONEYCOMB CORPORATION, L. DE JUAN ABEL, AS TRUSTEE OF HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN, L. DE JUAN ABEL, INDIVIDUALLY, L. DE JUAN ABEL, AS TRUSTEE OF CASTLECOMB TRUST, VENNIE M. FOREST, REYNOLD J. WENDT, JANICE M. WENDT, PHILIPPE B. AUGER, RONALD NEWBERRY & DOROTHY FISCHER  
Defendants.

§ IN THE DISTRICT COURT

§ 198<sup>TH</sup> JUDICIAL DISTRICT

§ OF KERR COUNTY, TEXAS

FILED  
At 11:15 o'clock A M

AUG 08 2005

LINDA UECKER  
District Clerk  
Kerr County, Texas  
By: [Signature]

FINAL JUDGMENT

On July 8, 2005, this cause came on to be heard and CASTLECOMB HOMEOWNERS ASSOCIATION, the Plaintiff, appeared through its attorney of record and announced ready for trial and HEXAGON HONEYCOMB CORPORATION, L. DE JUAN ABEL, AS TRUSTEE OF HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN, L. DE JUAN ABEL, INDIVIDUALLY and L. DE JUAN ABEL, AS TRUSTEE OF CASTLECOMB TRUST, Defendants, appeared in person and by attorneys of record and announced ready for trial. The court determined that it had jurisdiction over the subject matter and the parties. A jury was waived and all matters of fact and of law were submitted to the Court for trial, the Court heard the evidence and arguments of counsel and the Court takes judicial notice of all pleadings and documents filed with this Court. *, stipulated docs.,*

Plaintiff previously requested that all other Defendants in this cause, VENNIE M. FOREST, REYNOLD J. WENDT, JANICE M. WENDT, PHILIPPE B. AUGER, RONALD NEWBERRY and DOROTHY FISCHER be non-suited, without prejudice. The Court granted Plaintiff's request to non-suit these individuals.

The Court also granted Plaintiff and Counter-Defendants' Motion for No-Evidence Summary Judgment, dismissing the counterclaims filed against Castlecomb Homeowners Association, and Counter-Defendants Shane Anders, Deborah Craft, Walker Croft, Larry Dove, et ux, Patricia R. Elkins Labeda, Alvin Francis, et ux, Phillip Furlow, et ux, Robert Harder, Stella Herrera, Fred Kanady, et ux, Bruce Kryzer, et ux, Tara Liesmann, Brandon Miller, et ux, Clay Morehead, et ux, Ernest Roddick, et ux, Sharla Scott, Larry Soth, Kevin Treib, et ux and Donald Wise, et ux.

**THE COURT FINDS** that the Castlecomb subdivision consists of a 7.92 acre tract of land out of the W.T. Crook Survey, 71, A-114, located in Kerr County, Texas and more particularly described in the plat filed of record at volume 5, page 307 in the plat records of Kerr County, Texas.

**THE COURT FURTHER FINDS** that the original restrictive covenants for the Castlecomb subdivision were filed of record on or about April 21, 1988 at volume 467, page 438 in the real property records of Kerr County, Texas. A true and correct copy of these restrictive covenants are attached hereto as Exhibit 1 and incorporated herein for all purposes.

**THE COURT FURTHER FINDS** that the first amended restrictive covenants for the Castlecomb subdivision were filed of record on or about March 6, 1989 at volume 501, page 325 in the real property records of Kerr County, Texas. A true and correct

copy of these restrictive covenants are attached hereto as Exhibit 2 and incorporated herein for all purposes.

**THE COURT FURTHER FINDS** that the second amended restrictive covenants for the Castlecomb subdivision were filed of record on or about September 13, 1996 at volume 869, page 286 in the real property records of Kerr County, Texas. A true and correct copy of these restrictive covenants are attached hereto as Exhibit 3 and incorporated herein for all purposes.

**THE COURT FURTHER FINDS** that the third amended restrictive covenants for the Castlecomb subdivision were filed of record on or about July 1, 1997 at volume 906, page 746 in the real property records of Kerr County, Texas. A true and correct copy of these restrictive covenants are attached hereto as Exhibit 4 and incorporated herein for all purposes.

**THE COURT FURTHER FINDS** that a general plan and scheme of development exists in the Castlecomb subdivision as embodied in the foregoing restrictive covenants prohibiting any dwelling, house, mobile home, or any other factory built or pre-manufactured structure from being moved upon the premises from outside the Castlecomb subdivision and that all houses in the Castlecomb subdivision shall be newly constructed and on-site built.

**THE COURT FURTHER FINDS** that the fourth amended restrictive covenants of the Castlecomb subdivision were filed of record on or about September 30, 2003 at volume 1303, page 648 in the real property records of Kerr County, Texas and that the fourth amended restrictive covenants contain an amendment in paragraph 12 of the fourth amended restrictive covenants providing that "Any dwelling, house, factory built,

modular or other pre-manufactured home that may be moved upon the premises of this subdivision, shall: 1) be permanently affixed to piers and/or foundation, 2) have any wheels and axles used in delivery removed, 3) be permanently skirted or enclosed, 4) shall have a roof pitch of 3/12 or greater, and 5) shall meet or exceed the standards imposed by any of the following residential building codes: E.G. HUD, TEXAS MODULAR CODE, IRC (International Residential Code), BOCA, SBIC, ICBO; and shall meet or exceed the minimum standards for residential construction and code requirements of the city of Kerrville, and Kerr County, TX. Any home must be considered Real Estate or Real Property and not Chattel or Personal Property. No single or double-wide units, commonly referred to as 'Mobile Home,' and no 'Used' or 'Pre-owned' structures of any kind shall be located on the premises of this subdivision." A true and correct copy of these restrictive covenants are attached hereto as Exhibit 5 and incorporated herein for all purposes.

**THE COURT FURTHER FINDS** that the amendment contained in paragraph 12 of the fourth amended restrictive covenants is unreasonable and inconsistent with the general plan and scheme of development existing in the Castlecomb subdivision.

**THE COURT FURTHER FINDS** that in March 2004, Defendants placed two pre-manufactured homes on lots owned by Defendants in the Castlecomb subdivision. The Court further finds that these pre-manufactured homes placed by Defendants in the Castlecomb subdivision are inconsistent with and prohibited by the general plan and scheme of development existing in the Castlecomb subdivision as embodied in the first three sets of amended restrictive covenants applicable to the Castlecomb subdivision and shall be held for naught.

THE COURT FURTHER FINDS that Plaintiff/Defendants,  
CASTLECOMB HOA AND COUNTERDEFENDANTS,  
are entitled to reasonable and necessary  
attorney's fees in the sum of \$19,200.00 through the trial of this  
cause.

THE COURT FURTHER FINDS that Plaintiff/Defendants,  
CASTLECOMB HOA AND COUNTERDEFENDANTS,  
are entitled to reasonable and necessary  
attorney's fees in the sum of \$5,000.00 if this case is appealed to the  
Court of Appeals.

THE COURT FURTHER FINDS that Plaintiff/Defendants,  
CASTLECOMB HOA AND COUNTERDEFENDANTS,  
are entitled to reasonable and necessary  
attorney's fees in the sum of \$5,000.00 if a petition for review is  
filed in the Texas Supreme Court.

THE COURT FURTHER FINDS that Plaintiff/Defendants,  
CASTLECOMB HOA AND COUNTERDEFENDANTS,  
are entitled to reasonable and necessary  
attorney's fees in the sum of \$1,500.00 if the Texas Supreme  
Court grants any petition for review that is filed in this case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court  
that, pursuant to the general plan and scheme as embodied in the first three sets <sup>amended</sup> of  
restrictive covenants applicable to the Castlecomb subdivision, no dwelling, house,  
mobile home, or any other factory built or pre-manufactured structure shall be moved  
into or upon the Castlecomb subdivision from outside the subdivision and that all houses  
in the Castlecomb subdivision shall be newly constructed and on-site built.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that paragraph 12 of the fourth amended restrictive covenants filed of record at volume 1303, page 648 in the real property records of Kerr County, Texas is unreasonable and inconsistent with the general plan and scheme of development existing in the Castlecomb subdivision.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the homes placed in the Castlecomb subdivision in March 2004 by the Defendants are pre-manufactured homes and are in violation of the restrictive covenants governing the Castlecomb subdivision and are inconsistent with the general plan and scheme of development existing in the Castlecomb subdivision.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff/Defendants, CASTLECOMB HOA <sup>AND COUNTERDEFENDANTS,</sup> recover reasonable and necessary attorney's fees in the sum of \$19,200.00 through the trial of this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff/Defendants, CASTLECOMB HOA <sup>AND COUNTERDEFENDANTS,</sup> recover reasonable and necessary attorney's fees in the sum of \$5,000.00 if this case is appealed to the Court of Appeals.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff/Defendants, CASTLECOMB HOA <sup>AND COUNTERDEFENDANTS,</sup> recover reasonable and necessary attorney's fees in the sum of \$5,000.00 if a petition for review is filed in the Texas Supreme Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff/Defendants, CASTLECOMB HOA <sup>AND COUNTERDEFENDANTS,</sup> recover reasonable and necessary attorney's fees in the sum of \$1,500.00 if the Texas Supreme Court grants any petition for review that is filed in this case.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all costs of court are taxed against the DEFENDANTS, for which let execution issue.

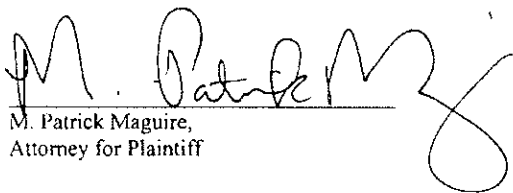
All other relief not expressly granted in this judgment is hereby denied. This judgment is intended to be a final judgment.

SIGNED this 8<sup>TH</sup> day of August, 2005.

  
JUDGE PRESIDING



APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
M. Patrick Maguire,  
Attorney for Plaintiff

\_\_\_\_\_  
Christopher J. Weber,  
Attorney for Defendants

**EXHIBIT 1**

2279 VOL. 467 PAGE 438

## C A S T L E C O M S

Deed Restrictions1) FENCES

The developer/builder (HEXAGON PANEL SYSTEMS) will provide backlot separation fencing.

Any sidelot fencing desired by home owners will be provided by the individual home owners and must be of a similar design, style, material, and construction to be compatible with existing fence structures.

Only backyards may be fenced completely. No front yard fencing will be permitted.

2) TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Table T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite receiver may not stand higher than the eye line of the individual home.

3) STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop structure of any type that is added to a homeowners lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

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No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

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5) JUNK, TRASH, AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to move it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

A Certified Copy

Page 1 of 4

Attest: Jannett Pieper, Kerr County Clerk

Deed Restrictions (Cont.)6) ANIMALS AND PETS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

7) RESIDENCY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

8) LANDSCAPING

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, starter grass, etc.

Homeowners will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

9) PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic systems, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

10) COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

11) TRASH COLLECTION AND REMOVAL

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Deed Restrictions (Cont.)

11) TRASH COLLECTION AND REMOVAL (CONT.)

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

12) MAINTENANCE FEES

The builder/developer will maintain all streets (until such time that they are taken over by the county maintenance), water, storm, sewer systems, handle trash collection, and generally maintain all subdivision grounds and common areas, until such time that these functions may or may not be taken over by a homeowner's Association. For these services, a small monthly maintenance fee will be assessed to each homeowner.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 ACRES OF LAND OUT OF W.T. CROOK SURVEY 71, A-114

Surveying by: Uchelkol Engineering and Surveying.

BY: HEALICOY HOMEOWNERS CORPORATION, PROFIT SHARING PLAN AND TRUST - OWNER

*[Signature]*  
Dustin Abel - President

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, 1988.


*Jannett Placer*  
Commissioner of Public Safety  
12-25-88

RECORDED IN Book Property  
FILE DATE: APR 15 1988  
FILE TIME: 10:25 O'CLOCK A.M.  
VOL. 467 PAGE 437  
RECORDING DATE

THIS INSTRUMENT HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND IS AVAILABLE FOR INSPECTION AT THE CLERK'S OFFICE, 1000 PACIFIC AVENUE, WAXAHACH, TEXAS 75165. THIS IS THE ONLY TRUE AND CORRECT COPY OF THIS INSTRUMENT AS FILED FOR RECORD.

APR 21 1988

APR 21 1988

  
PATRICIA DYE  
COUNTY CLERK, KERR COUNTY, TEXAS  
BY: *[Signature]*

  
*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

A Certified Copy  
PAGES 3 of 4  
Attest: Jannett Placer, Kerr County Clerk

VOL. 467 PAGE 442

Filed by & Return to:  
Dale Ann Hays  
819 Miller Street, Suite 370  
Meriville, Texas 78028

PATRICIA DYE  
Dea Clerk Court and County Clerk  
by *[Signature]*

FILED FOR RECORD  
at 10:55 AM  
APR 15 1995

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

ATTEST: *3-18-05*  
JANNETT PEPPER, County Clerk

By: *[Signature]*



A Certified Copy  
Page 4 of 4  
Attest: Jannett Pepper, Kerr County Clerk

**EXHIBIT 2**

1214 VOL. 501 PAGE 324  
CASTLECOMB

Amended  
Deed Restrictions

1) FENCES

The developer/builder (HENACOMB FENCE SYSTEMS) will provide backlot separation fencing.

Any side lot fencing desired by home owners will be provided by the individual home owners and must be of a similar design, style, material, and construction to be compatible with existing fence structures.

Only backyards may be fenced completely. No front yard fencing will be permitted.

2) TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every home and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite receiver may not stand higher than the eye line of the individual home.

3) STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowner lot, must not exceed a total square footage of 192 SF. (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

4) VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any make, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would require garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers, tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, loaders, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

5) JUNK, TRASH AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any cooperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to move it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

A Certified Copy

Page 1 of 4

Castleton, Vermont



VOL. 501 PAGE 326

VOL. 467 PAGE 439

Deed Restrictions (Cont.)6) ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

7) RESIDENCY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

8) LANDSCAPING

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, scatter grass, etc.

Homeowners will be expected to landscape and maintain the lots and yards surrounding their homes in a neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, pruning or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

9) PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic systems, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

10) COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

11) TRASH COLLECTION AND REMOVAL

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

A Certified Copy  
Page 2 of 4  
Attest: Jannett Pieper, Kerr County Clerk

Deed Restrictions (Cont.)

11) TRASH COLLECTION AND REMOVAL (CONT.)

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

12) MAINTENANCE FEES

The subdivision developer and/or owners shall maintain the sewer systems, water systems, handle trash collection and generally maintain all subdivision grounds and common areas until such time that those functions may or may not be taken over by a Homeowner's Association. For those services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

13) PROHIBITION AGAINST MOVING IN HOUSES OR MOBILE HOMES

No dwelling, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

14) AMENDMENT OF COVENANTS AND RESTRICTIONS

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete or add to these covenants and restrictions.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND OF RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 ACRES OF LAND OUT OF W.T. CANNON SURVEY 71, A-114

Surveying by: Voelkel Engineering and Surveying

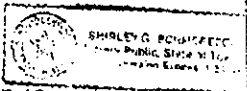
BY: HEXAGON HONEYCOMB CORPORATION PROFIT SHARING PLAN AND TRUST - OWNER

*DeJuan Abel*  
DeJuan Abel - Trustee

FILED 6th day March 1989  
PARTICLE BY  
Kerr County Clerk  
*Robert Schmarbeck*

STATE OF TEXAS  
COUNTY OF KERR

SWORN AND SUBSCRIBED before me on the 6th day of March 1989.



*Shirley G. Schmarbeck*

Return to: DeJuan Abel  
Hexagon Honeycomb Corporation  
One Schreiber Center  
Kerrville, TX 78028

A Certified Copy

VOL 501 PAGE 324

NOTARY PUBLIC STATE OF TEXAS  
My commission expires on 07/22/05  
I hereby certify that the foregoing is a true and correct copy of the original on file and of record in my office.

MAR 6 1989



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN *Kerr County*  
FILE DATE *March 19 89*  
FILE TIME *12:41* O'CLOCK *P*  
VOL *501* PAGE *324*  
RECORDING DATE

MAR 6 1989



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY *Patricia Dye*  
Deputy

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

ATTEST *3-18-89*  
JANNETT PIEPER, County Clerk  
By *J. Pieper* Deputy



A Certified Copy  
Page *4* of *4*  
Attest: Jannett Pieper, Kerr County Clerk

EXHIBIT 3

7032

CASTLECRONE  
SECOND AMENDED  
DEED RESTRICTIONS

VOL 0869 PAGE 286

**1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS**

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite may not stand higher than the eye line of the individual home.

**2. STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES**

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowner's lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

**3. VEHICLES (INCLUDING RECREATIONAL VEHICLES)**

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers, tractors, trucks, etc.

No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction vehicles or equipment.

**4. JUNK, TRASH AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES**

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to remove it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

**5. ANIMALS AND FOWLS**

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Red Copy

vol 0869 page 287

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

**6. RESIDENCY REQUIREMENTS**

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

**7. LANDSCAPING**

The builder/developer will provide "starter landscaping", e.g. graded lots, top soil, starter grass, etc.

Homeowner's will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

**8. PRIVATE UTILITIES**

The builder/developer has provided public streets, sewers, water and utilities.

No private septic system, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

**9. COMMERCIAL ENTERPRISES**

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

**10. TRASH COLLECTION AND REMOVAL**

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in a metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

**11. MAINTENANCE FEES**

The subdivision developer and/or owners shall maintain the sewer systems, handle trash collection and generally maintain all subdivision grounds and common areas, until such time that these functions may or may not be taken over by a Homeowner's Association. For these services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

A Certified Copy  
Page 2 of 3  
Attest: Jannet Pickett, Kerr County Clerk

RETURN

RECOR  
VOL  
---

TEL. #42288

**12. PROHIBITION AGAINST MOVING IN HOUSES OR MOBIL HOMES**

No dwellings, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

**13. AMENDMENT OF COVENANTS AND RESTRICTIONS**

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete or add to these covenants and restrictions.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 acres of land out of W.T. Crook Survey 11, A-114  
Surveying by: Voelkel Engineering and Surveying

BY: ON HONEYCOMB CORPORATION THROUGH SHARING PLAN AND TRUST-OWNE

*[Signature]*  
DeJuan Abel, Trustee

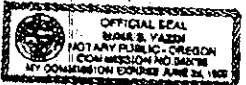
STATE OF OREGON  
COUNTY OF Multnomah

RECORDERS NOTE  
AT TIME OF RECORPTION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
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PRINT, COLOR OF PRINT, OR INK, BACKGROUND OF  
PAPER, ILLUMINATION, GARBAGE ON PHOTO COPY, ETC.

SWORN AND SUBSCRIBED BEFORE ME on this the 10 day of  
September, 1996, by DeJuan Abel, Trustee.

Return To: Costuscomb Trust  
1792 S.W. Montgomery Dr.  
Portland, OR 97201

*M. S. Yards*  
Notary Public



FILED FOR RECORD  
at 4:50 o'clock P.M.

SEP 13 1996  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas

✓ Filed By: Fidelity Abstract & Title Co.

RECORD Real Property  
EX. 86? 276  
RECORDING DATE  
SEP 26 1996

Proprietary System which records this deed, instead of one of the traditional property books and other records, is hereby acknowledged under Federal Law, THE STATE OF TEXAS, COUNTY OF KERR.  
I hereby certify that this instrument was FILED in the Public Records of the State and in the Public Records of this County, and that this instrument was RECORDED in the Official Public Records of Kerr County, Texas.

*Patricia Dye*  
COUNTY CLERK, KERR COUNTY  
100/castle.dee

SEP 26 1996  
*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

**EXHIBIT 4**



4838

W. 0906 P. 746

CASTLECOCK  
THIRD AMENDED  
DEED RESTRICTIONS

1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite may not stand higher than the eye line of the individual home.

2. STORAGE BUILDINGS, SHEDS, WORKSHOPS & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

Any storage buildings, shed, workshop, structure of any type that is added to a homeowner's lot, must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions) and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g. similar materials, style, design and construction.

3. VEHICLES (INCLUDING RECREATIONAL VEHICLES)

No inoperative or junk vehicles of any size, type or model will be allowed within this subdivision.

No recreational vehicles (excluding motor homes or pickup campers) of a size larger than that which would enable garage parking will be permitted to be parked in driveways or on public streets.

A secure area is provided within this subdivision for parking over-sized vehicles, recreational vehicles, boats, trailers, tractors, trucks, etc.

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4. JUNK, TRASH AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

Any homeowner who permits the accumulation of any inoperative mechanical device or other junk, trash or unsightly or disorderly material upon their premises will be asked to remove it immediately. If premises are not maintained in a clean and orderly condition, the builder/developer will clean and remove such unsightly objects at owner's expense.

5. ANIMALS AND FOWLS

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

PL 0306 PAGE 747

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

**6. RESIDENCE REQUIREMENTS**

No more than one family unit may permanently reside in any home which is designated as a single family unit.

This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grand-parent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

**7. LANDSCAPING**

Homeowner's will be expected to landscape and maintain the lots and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

**8. PRIVATE UTILITIES**

The builder/developer has provided public streets, sewers, water and utilities.

No private septic system, water systems, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

**9. COMMERCIAL ENTERPRISES**

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

**10. TRASH COLLECTION AND REMOVAL**

The builder/developer will provide for common private trash collection and removal.

All trash and garbage must be collected and maintained in plastic bags which are to be stored in a metal or plastic trash receptacles. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Plastic bags of garbage and trash will be placed on front lot curbs on designated pickup days.

**11. MAINTENANCE FEES**

The subdivision developer and/or owners shall maintain the sewer systems, handle trash collection and generally maintain all common areas and services. Homeowners Association: For these services a nominal monthly maintenance fee will be assessed each homeowner.

A Certified Copy

PL 0906748

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

12. PROHIBITION AGAINST MOVING IN HOUSES OR MOBILE HOMES

No dwellings, house, mobile home, or any other factory built or premanufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built.

13. AMENDMENT OF COVENANTS AND RESTRICTIONS

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete or add to these covenants and restrictions.

THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 acres of land out of W.T. Crook Survey 71, A-114  
Surveying by: Vosikel Engineering and Surveying

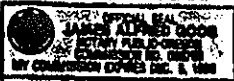
BY: KERRCOMB HOMEOWNERS CORPORATION PROFIT SHARING PLAN AND TRUST-OWNER

*[Signature]*  
DeJuan Abel, Trustee

STATE OF TEXAS )

COUNTY OF CASTLECOMB )

SWORN AND SUBSCRIBED BEFORE ME on this the 24 day of June, 1997, by DeJuan Abel, Trustee.



*[Signature]*  
Notary Public

Sold by return to:  
Kenneth J. Zips  
220 Sidney Baker  
Suite 53  
Kerrville Tx 78028

FILED FOR RECORD  
at 12:28 PM on July 1, 1997

PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
Mary Ann Blackwell, Deputy

A Certified Copy  
Page 2 of 4  
Jannett Propper, Kerr County Clerk

WEL 0906 PAGE 749

RECORD Book Report  
VOL 906 PG 746

RECORDING DATE

JUL 02 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

Provisional notice with respect to the sale, until it has been recorded, of a certain real estate instrument under the Public Law (S. 1071) of 1996.

Under the terms of the instrument and subject to the Public Law (S. 1071) of 1996, the sale of the real estate interest by the said law may be effected in the Public Public Records of Kerr County, Texas.

JUL 02 1997



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDERS NOTE  
AT TIME OF RECORDATION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
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PAPER, ILLUMINATION, CARBON OR PHOTO COPY, ETC.

The document to which this certificate  
is affixed is a full, true and correct copy  
of the original on file and of record in  
my office.

ATTEST: 7-18 2005

JANNETT WEEPER, County Clerk

By: *J. Weaver* Deputy



A Certified Copy  
Page 4 of 4  
Attest: Jannett Weaver, Kerr County Clerk

**EXHIBIT 5**

09746

CASTLECOMB  
THIRD AMENDED  
DEED RESTRICTIONS

VOL. 1303 PAGE 0648

1. TELEVISION SERVICE, ANTENNAE AND SATELLITE DISH RECEIVERS

Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite may not stand higher than the eye line of the individual home.

2. STORAGE BUILDINGS, SHEDS, WORKSHOPS, & MISCELLANEOUS STRUCTURES

No metal storage buildings of any type will be permitted in this subdivision.

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4. JUNK, TRASH AND GENERALLY UNSIGHTLY AND DISORDERLY PREMISES

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9-7-01



A Certified Copy  
Page 1 of 5

Attest: Jannett Pieper, Kerr County Clerk

5. ANIMALS AND FOWLS

VOL. 1303 PAGE 0649

No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

Any homeowner with one or more dogs which remain outside the house, must keep these animals in a completely enclosed and secure backyard fenced area.

Any dog or other pet that is outside its secure containment area, must be leashed at all times.

6. RESIDENTRY REQUIREMENTS

No more than one family unit may permanently reside in any home which is designated as a single family unit.

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7. LANDSCAPING

The builder/developer will provide "starter landscaping" e.g. graded lots, top soil, starter grass, etc.

Homeowner's will be expected to landscape and maintain the lot and yards surrounding their homes in any neat and tasteful manner of their choosing.

Any yards that require cleaning, weeding, mowing, trimming or which are left in an unattended manner, will be cleaned and maintained by the builder/developer at the owner's expense.

8. PRIVATE UTILITIES

The builder/developer has provided public streets, sewers, water and utilities.

No private septic system, water system, or any other utility system (excluding Satellite T.V. reception) will be permitted within this subdivision.

9. COMMERCIAL ENTERPRISES

No dwelling or structure within this subdivision will be allowed to be converted into a commercial place of business.

No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.



A Certified Copy  
Page 2 of 5  
Attest: Jannett Payer, Kerr County Clerk

**10. TRASH COLLECTION AND REMOVAL**

VOL. 1303 PAGE 0650

The builder/developer will provide for common private trash collection and removal.

All trash and garbage not so collected and maintained in plastic bags which are to be stored in a metal or plastic trash receptacle. These trash and garbage storage containers must be kept in a place out of sight of public view, either in garages or in the rear of homes.

Plastic bags of garbage and trash will be placed on front lot curbs on designated pick up days.

**11. MAINTENANCE**

The subdivision developer and/or owners shall maintain the sewer systems, handle trash collection and generally maintain all subdivision grounds and common areas, until such time that these functions may or may not be taken over by a Homeowner's Association. For these services a nominal monthly maintenance fee will be assessed each homeowner.

The streets and curbs within the subdivision are to be maintained by Kerr County road maintenance by and with the approval of the Kerr County Commissioner's Court.

**12. RULES PERTAINING TO MODULAR OR FACTORY BUILT HOMES**

Any dwelling, house, factory built, modular or other pre-manufactured home that may be moved upon the premises of this subdivision, shall: 1) be permanently affixed to piers and/or foundation, 2) have any wheels and axles used in delivery removed, 3) be permanently skirted or enclosed, 4) shall have a roof pitch of 3/12 or greater, and 5) shall meet or exceed the standards imposed by any of the following residential building codes: F.G. HDD, TEXAS MODULAR CODE, IRC (International Residential Code), PCOA, SBIC, ICBO; and shall meet or exceed the minimum standards for residential construction and code requirements of the city of Kerrville, and Kerr County, TX. Any home must be considered Real Estate or Real Property and not Chattel or Personal Property.

No single or double-wide units, commonly referred to as "Mobil Home", and no "used" or "pre-owned" structures of any kind shall be located on the premises of this subdivision.

**13. AMENDMENT OF COVENANTS AND RESTRICTIONS**

From time to time as required, the developer and/or owners, at their discretion, or the Homeowner's Association (if one should come into existence) may amend, change, alter, delete, or add to these covenants and restrictions.



A Certified Copy

Page 3 of 5

Attest: Jannett Peeper, Kerr County Clerk



THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR COUNTY, TEXAS AS APPLYING TO:

**VOL 1303 PAGE 0651**

CASTLECOMB SUBDIVISION  
7.82 acres of land out of W.T. Crook Survey T1, A-114  
Surveying by: voe.kel Engineering and Surveying

BY: HENDON HONEYCORN CORPORATION PROFIT SHARING PLAN AND TRUST-OWNER

*[Signature]*  
De Juan Abel, Trustee

STATE OF Texas )  
                          )  
COUNTY OF Kerr )

SEEN AND SUBSCRIBED BEFORE ME on this 29<sup>th</sup> day of September, 2003, by De Juan Abel, Trustee.



*[Signature]*  
Notary Public

*Filed by & Attention  
Kenneth Zygo  
222 Sidingshaker St. S, # 350  
Kerrville, TX 78028*

FILED FOR RECORD  
at 12:53 on 09/29/03  
SEP 30 2003  
JANNETT PIEPER  
Clerk, County Clerk, Kerr County, Tex.  
*[Signature]*



A Certified Copy  
Page 4 of 5  
Attest: Jannett Pieper, Kerr County Clerk

VOL. 1303 PAGE 0652

Persons from whom any and all of the property or any interest therein is being conveyed under this instrument are hereby notified that the instrument is subject to the provisions of the Public Information Act, Chapter 552, Texas Government Code, which requires that the instrument be made available to the public upon request.


OCT 01 2003

 *Jannett Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Estate*  
VOL. 1303 PAGE 648

RECORDING DATE

OCT 01 2003

 *Jannett Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS



A Certified  
Page 5 of 5  
Attest: Jannett Pieper, Kerr County Clerk

The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

ATTEST: 3-18-05  
JANNETT PIEPER, County Clerk

By: *[Signature]* Deputy



**FILED BY AND RETURN TO:**

PAT MAGURIE  
ATTORNEY AT LAW  
327 EARL GARRETT ST  
STE 103  
KERRVILLE TX 78028

FILED AND RECORDED  
At 10:16 o'clock A.M.  
STATE OF TEXAS  
COUNTY OF KERR



JAN 30 2013

I hereby certify that this instrument was filed in the file number  
above on the date and time stamped herein by me and was di-  
rectly recorded in the Official Public Records of Kerr County Texas.

Jamett Pappas, Kerr County Clerk

*Jamett Pappas*, Deputy

**CASTLECOMB**  
**FIFTH AMENDED DEED RESTRICTIONS**

WHEREAS, the declarant, successor in interest to the developer, has previously placed of record certain Castlecomb Deed Restrictions in the Official Public Records of Kerr County, Texas;

WHEREAS, declarant desires to make certain additional covenants, conditions, and restrictions applicable to the subdivision, and to alter or eliminate certain other covenants, conditions and restrictions, as provided herein;

WHEREAS, declarant desires to maintain and preserve the means to carry out a uniform plan for the improvement, development, sale and maintenance of the subdivision for the benefit of the present and future home owners of the subdivision;

WHEREAS, declarant is conferred the authority by the terms of the Castlecomb Deed Restrictions, originally and as amended;

NOW, THEREFORE, it is declared (i) that, except where this declaration expressly provides that an easement, restriction, covenant, or condition applies to only a part of the subdivision, all of the subdivision shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, and particular portions of the subdivision shall be held, sold, conveyed, and occupied subject to the particular easements, restrictions, covenants, and conditions as provided in this declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the properties in the subdivision and shall be binding on all parties having any right, title, or interest in or to lots in the subdivision, their heirs, successors, and assigns; and (ii) that all of these covenants, conditions, and restrictions are declared inserted by reference in any and all deeds to any part of the subdivision; and (iii) that each contract or deed that may be executed with regard to the subdivision or any portion of the subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in the particular contract or deed.

The Castlecomb Deed Restrictions are hereby amended, restated, and replaced in their entirety with this Fifth Amended Castlecomb Deed Restrictions.

## ARTICLE ONE: GENERAL CONDITIONS

### 1. Television Service, Antennae, And Satellite Dish Receivers

(a) Cable T.V. is available to every house and lot in this subdivision. No standard T.V. antennae will be allowed.

(b) Any satellite earth receiving dish must be installed only in backyard areas, and any backyard with a satellite receiver must be completely fenced. The satellite receiver may not stand higher than the eye line of the individual home.

### 2. Storage Building, Sheds, Workshops, And Miscellaneous Structures

(a) No metal storage buildings of any type will be permitted in this subdivision.

(b) Any storage building, shed, workshop, structure of any type that is added to a home owner's lot must not exceed a total square footage of 192 SF, (approximately 12ft x 16ft maximum dimensions), and must be constructed in a manner consistent and compatible with the existing home on that lot, e.g., similar materials, style, design, and construction.

### 3. Vehicles (Including Recreational And Commercial Vehicles)

(a) No inoperative or junk vehicles of any size, type, or model will be allowed within this subdivision.

(b) No recreational vehicle (excluding motor homes or pickup campers) of a size larger than that which would enable parking inside a standard residential garage in the subdivision will be permitted to be parked in driveways or on public streets.

(c) No commercial vehicles other than panel trucks, pickup trucks and those used as transportation in the normal course of private or business travel will be permitted to be parked in driveways or on public streets. This includes tractors, ditchers, dump-trucks, semi-trucks, or any and all earth moving or construction equipment.

### 4. Junk, Trash, And Generally Unsightly And Disorderly Premises

(a) The accumulation of any inoperative mechanical device or other junk, trash, or unsightly or disorderly material upon any home owner's premises is not permitted. The home owner will be asked to remove it immediately. If the home owner does not comply with a request to remove any junk, trash, or unsightly materials within 7 days of said request, the developer or its successor may clean and remove such unsightly objects at home owner's expense.

### 5. Animals and Fowls

(a) No large animals or fowls other than those normally considered as house pets will be allowed within this subdivision. This includes such animals as horses, cows, pigs, sheep, goats, chickens, turkeys, and any other domesticated or undomesticated animal or fowl.

(b) Any home owner with one or more dogs that remain outside the house must keep these animals in a completely enclosed and secure backyard fenced area.

(c) Any dog or other pet that is outside its secure containment area must be leashed at all a times.

## 6. Residency Requirements

(a) No more than one family unit may permanently reside in any home which is designated as a single family unit.

(b) This does not preclude visitation of friends or family members, nor is it intended to preclude permanent domicile of a directly related family member, such as parent, grandparent, child, step-child, adopted child, niece, nephew, aunt, or uncle.

## 7. Landscaping

(a) Home owners will be expected to landscape and maintain the lot and yards surrounding their homes in any neat and tasteful manner of their choosing.

(b) Any home owner's yards that require cleaning, weeding, mowing, trimming, or which are left in an unattended manner, may be cleaned and maintained by the developer or its successor, at the home owner's expense.

(c) If a home owner fails to maintain landscaping as required in this subsection, the developer or its successor may enter the home owner's lot and maintain landscaping consistent with this section. The developer or its successor may immediately charge the reasonable costs of that maintenance against the subject home owner, which amount will be immediately due and payable to the developer or its successor.

## 8. Private Utilities

(a) No private, home owner installed sewage disposal system, water system, water wells, or any other utility system (excluding satellite T.V. reception) will be permitted within this subdivision.

## 9. Commercial Enterprises

(a) No dwelling or structure within this subdivision may be converted into a commercial place of business.

(b) No signs advertising a commercial business will be allowed upon lots or homes within this subdivision.

## 10. Prohibition Against Moving in Houses or Mobile Homes

(a) No dwelling, house, mobile home, or any other factory built or pre-manufactured structure shall be moved upon the premises from outside this subdivision. All houses in this subdivision shall be newly constructed and on-site built. All homes constructed in the subdivision shall meet or exceed the standards imposed by the building codes set forth in the laws and regulations of this jurisdiction.

## 11. Enforcement

(a) After the delivery of a written notice addressed to the home owner of the lot that is the source of the particular use, condition, or activity that is believed to constitute a nuisance under this section, the developer or its successor will have the right to levy a fine against the owner sufficient to remedy the deficiency, including all costs of enforcement and administration.

## 12. Security

(a) The home owner's lot on which any nuisance or prohibited condition or activity occurs in violation of this article will be subject to a lien to secure payment of any fine(s) assessed on account of such condition or occurrence. All fines levied under the terms and provisions of this section will be secured by all liens, encumbrances, and collection provisions that are provided in this declaration with respect to assessments. Further, except as otherwise required or prohibited by applicable law, these fines may be collected in the same manner as provided in this declaration for the collection of assessments.

## ARTICLE TWO: FUNDS AND ASSESSMENTS

The developer or its successor shall generally maintain all subdivision grounds and common areas until such time that these functions shall be taken over by a home owner's association, if one is brought into existence. For these services, a monthly maintenance fee ("assessment") will be assessed each home owner. The streets within the subdivision are public roads unless specifically designated, and shall be maintained by Kerr County Road and Bridge Department or its successor agency.

### 1. Payment of Assessments, Special Assessments, and Other Fees and Fines; Lien Securing Payment

(a) Covenant to Pay: Each home or lot owner, by acceptance of a deed or any ownership interest in the subdivision, regardless of whether this covenant is expressed in that deed or other conveyance document, will be deemed to covenant to pay to the developer or its successor: regular assessments, special assessments, and fines as provided in this declaration.

(b) Equality of Fees: The level of assessments will be equal and uniform between all improved lots.

(c) Enforcement: The developer or its successor may enforce payment of all assessments, special assessments, and other fees and fines ("obligations") in accordance with the provisions of this declaration.

### 2. Regular Assessments, Additional Assessments, and Fees.

(a) Setting Fees: The developer or its successor will at regular intervals monitor the actual and estimated expenses required to perform its functions under this declaration, including any maintenance costs, the costs of enforcing this declaration, and a reasonable provision for contingencies, insurance, and appropriate replacement reserves. The developer or its successor will then set the regular assessment in an amount calculated to pay those expenses and will levy assessments against improved lots.

(b) Fees to Include: Expenses calculated for assessments shall include all services necessary for and provided by the developer or its successor, and its agents, managers, or contractors. These may include provision of water, sewage disposal, trash collection, landscaping, and other maintenance services, costs of enforcement, insurance, and reserve funds for expected and unknown events.

(c) Changes in Fee Structure: At such time the developer or its successor no longer provides such services, the assessments shall be recalculated to reflect such change. The

developer or its successor shall provide 60 days notice of any such change of service, and assessments shall be adjusted contemporaneously with such changes, provided, however, that no proration shall be made.

(d) Additional Assessment: If the sums that the developer or its successor collects through regular assessments prove to be inadequate for any reason, including the nonpayment of any individual regular assessments, the developer or its successor, may, at any time levy further additional or special assessments in the same manner as provided for the levying of the regular assessment.

(e) Finality: The amount of any and all fees or assessments set in the manner prescribed herein will be final and binding.

(f) Payment of Fees: All regular, additional, or special assessments and fees will be due and payable to the developer or its successor, in such manner as the developer or its successor may designate in its sole and absolute discretion.

### 3. Special Assessments.

(a) Purpose: In addition to the regular assessments and fees provided for in this declaration, the developer or its successor may levy special assessments whenever it is necessary to: (i) carry out any provision of purpose of this declaration; or (ii) defray the costs incurred with respect to home owner's lack of maintenance or other non-compliance with this declaration.

(b) Scope: The developer or its successor will levy special assessments under clause (i) of the immediately precedent paragraph against lot owners generally, and any special assessments levied under clause (ii) of the immediately precedent paragraph against the particular lot owner in question.

(c) Amount: The amount of any special assessments will be at the reasonable discretion of the developer or its successor.

(d) Unimproved Lots: The developer or its successor may in its discretion, levy special assessments against unimproved lots.

### 4. Notice of Due Date for Payment of Obligations.

(a) Good faith efforts will be made to provide each owner notice of the amount of any and all fees, assessments, fines, or other obligations, in a manner consistent with generally accepted business practices.

(b) Non-waiver: Any failure of notice in respect of assessments, fines or other obligations, including any failure or delay in providing invoices, will not constitute a waiver of the right thereafter to enforce the obligation of owners to pay assessments, fees and costs of collection of the obligations due.

### 5. Owner's Personal Obligation for Payment.

(a) Personal Obligation: Each unpaid obligation, together with any interest on the obligation and any costs of collection of the obligation, will be and are the personal obligation of the owner of the lot against which the obligation fell due.



(b) Non-Exemption: An owner may not exempt himself, herself, or itself from liability for any obligation.

(c) Interest, Costs, and Expense of Collection: If an owner defaults in the payment of any obligation, the owner will be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect (or if a usury law is not applicable, then at the rate of eighteen percent [18%] per annum, simple interest) on the amount of the obligation from the due date of the obligation, together with all costs and expenses of collection, including reasonable attorneys' fees.

#### 6. Lien and Foreclosure.

(a) Owner's Acknowledgement: It is expressly intended that an owner's acceptance of a deed to a lot within the subdivision, the owner acknowledges that he, she, or it accepts title to the lot subject to the lien(s) provided for in this declaration, by which these liens are deemed to be an express contractual lien.

(b) Secured, Continuing Lien: All obligations that the developer or its successor levies in the manner provided in this declaration, but which an owner has not paid, together with interest and the cost of collection, including attorneys' fees, will become and will be secured by a continuing lien and charge on the owner's lot that is the subject of the obligation, which lien will bind the subject lot in the hands of the owner, and the owner's heirs, devisees, personal representatives, successors, or assigns.

(c) Power of Sale: A lien that arises under this section is coupled with a power of sale in favor of the developer or its successor, which entitles the developer or its successor to exercise the rights of non-judicial foreclosure sale and other rights and remedies afforded under Chapter 51 of the Texas Property Code.

(d) Priority: The lien securing all obligations authorized under this declaration will be superior to: (i) all other liens and charges upon the subject lot, except only for tax liens; and (ii) any defense of homestead or other exemption, because the lien has been created prior to the creation or attachment of any homestead right with respect to any lot. A lien for payment of an obligation will attach with the priority set forth in this section from the date that the payment for the subject obligation becomes delinquent.

(e) Power to Subordinate: The developer or its successor will have the power to subordinate the lien arising under this section to any other lien. This power of subordination will be entirely discretionary with the developer or its successor, and a duly authorized representative of the developer or its successor must sign the subordination document.

(f) Recording of Notice of Lien: To evidence the lien arising under this declaration, the developer or its successor may prepare a written Notice of Lien setting forth the amount of the unpaid indebtedness, the name of the owner of the lot subject to the lien, and a legal description of the lot. A representative of the developer or its successor must sign this notice, and the developer or its successor will cause the notice to be recorded in the Official Public Records of Kerr County, Texas.

(g) Enforcement: Subsequent to the recording of a Notice of Lien under this section, the developer or its successor may enforce that lien by: (i) foreclosing on the defaulting owner's lot in manner like the foreclosure on a mortgage on real property; or (ii) instituting suit against the defaulting owner(s) personally obligated to pay the obligation and/or for the judicial foreclosure of the lien.

(h) Costs: In any foreclosure proceeding, whether judicial or non-judicial, the owner will be required to pay the costs, expenses, and reasonable attorneys' fees that the developer or its successor incurs.

(i) Power to Bid: The developer or its successor will have the power to bid on the subject lot at the foreclosure sale (whether judicial or non-judicial) and to acquire, hold, lease, mortgage, convey, or otherwise deal with the subject lot.

(j) Reporting to Mortgagee: Upon the written request of any mortgagee with an interest in any lot, the developer or its successor will report to the requesting mortgagee any unpaid assessments, other fees or fines applicable to the subject lot and that the owner of the lot has not paid for a period of longer than thirty (30) days after those obligations were due.

(k) Applicable Law: All other provisions of applicable law will apply in the enforcement or collection of any amount past due.

(l) Non-Waiver: The failure at any time to enforce payment of fees provided for in this declaration will not constitute a waiver of the right thereafter to enforce payment of all fees or fines owed, including the portion of time when no enforcement was made.

### **ARTICLE THREE: EASEMENTS**

#### **1. Reservation of Easements; Restriction on Private Roads.**

(a) Adoption by Reference: All dedications, limitations, restrictions, and reservations shown on each plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights affecting any part of the subdivision that the declarant makes, are incorporated in this declaration by reference and made a part of this declaration for all purposes, and will be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of the declarant conveying any part of the subdivision.

(b) Prohibition: The rights-of-way dedicated to the public in a plat may not be converted to a private road, and gates or other permanent obstructions may not be installed in or across any of those rights-of-way.

#### **2. Installation and Maintenance of Utilities.**

(a) Creation: This declaration hereby creates an easement upon, across, over, and under all of the subdivision for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including water, gas, telephones, electricity, and appurtenances to those utilities.

(b) Use: By virtue of this easement, it is expressly permissible for the utility companies and other entities supplying service to use these easements to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances to those improvements, on, above, across, and under the property from service lines situated within the public utility easements then existing to the point of service on or in any improvement.

(c) Relocation: Regardless of any provision contained in this section, electrical lines, water lines, and other utilities or appurtenances to those utilities may be relocated on the subdivision without prior written approval.

(d) Tree Removal and Trimming: The utility companies furnishing service will have the right to remove all trees situated within the public utility easements, and to trim overhanging trees and shrubs located on portions of the subdivision abutting the public utility easements.

### 3. Drainage Easements

(a) Covenant to Provide Easement: Each owner covenants to provide easements for drainage and water flow, as the contours of land and the arrangement of improvements on the land require. However, drainage and water flow may not substantially interfere with the use and enjoyment of an existing residence or appurtenant structure or unreasonably restrict or prevent the use of a lot for residential purposes.

(b) Covenant of Non-Disturbance: Each owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements, as these easements are defined in this declaration and/or shown on the plat.

### 4. Surface Areas of Utility Easements.

(a) Allowed Uses: Owners may use the surface of easement areas for utility easements for the planting of shrubbery, trees, lawns, or flowers.

(b) Release from Liability: The owners hereby release any supplier of any utility service using any easement area from any liability for any damage that the supplier or their agents, employees, servants, or assigns cause to any of the vegetation allowed in the immediately precedent paragraph, as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any utility easement area.

## ARTICLE FOUR: CREATION OF A HOMEOWNER'S ASSOCIATION

### 1. Declarant Retains Rights and Authority:

(a) Unless otherwise expressly provided for in this declaration, during all that time that a homeowner's association does not exist, or is unable to demonstrate its compliance with laws governing such associations, the declarant shall retain the powers, rights and authorities delineated herein.

### 2. Unanimity and Legal Non-Profit Status:

(a) By a unanimous vote of lot owners, a home owner's association may be brought into being, which shall be a nonprofit corporation, with the name to be determined at the time of its formation, for the purposes, charged with the duties, and vested with the powers prescribed by the laws of the State of Texas. The determination of the specific powers of the association, its structure and operation, shall rest with the members forming it.

### 3. Transfer of Rights and Authority:

(a) Upon the formation of a legally valid and unanimous home owner's association, as provided under this article of these declarations, the declarant will transfer its powers, rights, and authorities to an association representing all owners within Castlecomb Subdivision.

## ARTICLE FIVE: GENERAL AND MISCELLANEOUS PROVISIONS

This declaration, including all of its covenants, conditions, and restrictions, will remain in force, unless amended as provided in this declaration.

### 1. Amendment of covenants and restrictions

(a) By Declarant: From time to time as required, the developer or its successor, at its discretion, may amend, change, alter, delete, or add to these covenants and restrictions. The developer or its successor, acting alone, may amend this declaration for any purpose until the declarant no longer holds any property within the subdivision; subject, however, to the provisions of Article IV of these declarations.

(b) By An Association: A homeowner's association, should one be brought into existence in accordance with Article IV of this declaration, may amend this declaration for any purpose, in accordance with the rules it shall adopt.

(c) By A Majority of Lot Owners: Provided the declarant has no ownership interest in the Castlecomb Subdivision, and a home owner's association has not been formed pursuant to Article IV of these declarations, this declaration, including all its covenants, conditions, and restrictions will remain in force, unless amended or extinguished by a written instrument that at least three-fourths (3/4) of the owners of lots within the subdivision then subject to this declaration have executed.

### 2. Lack of Warranty of Enforceability; Release.

(a) Lack of Warranty: While the declarant does not have any reason to believe that any of the restrictive covenants or other terms and provisions contained in this declaration are or may be invalid or unenforceable for any reason or to any extent, the declarant does not make any warranty or representation as to the present or future validity or enforceability of any those restrictive covenants, terms, or provisions.

(b) Release of Declarant: Any owner acquiring a lot in reliance on one or more of the restrictive covenants, terms, or provisions in this declaration will assume all risks of the validity and enforceability of those covenants, terms, and provisions, and, by acquiring the lot, agrees to release and hold the declarant harmless from any claims, damages, or causes of action arising out of the enforcement of or the unenforceability of any restrictive covenant, term, or provision of this declaration.

(c) Notices: Mailing addresses, facsimile or electronic addresses, or other means of communication shall be in the first instance the address of record of the property owner as reflected in the public records of Kerr County, Texas, and/or such addresses, numbers, or other means provided by owners for such purposes.

### 3. Interpretation.

(a) Construction: The provisions of this Declaration will be liberally construed to effectuate the purposes of maintaining and operating the subdivision and upholding the principles set forth in this Declaration.

(b) Applicable Law: This Declaration will be construed and governed under the laws of the State of Texas.

4. Compliance with Provisions of the Restrictions.

(a) Compliance Required: Each owner will strictly comply with the provisions of the restrictions as they may be amended and/or restated from time to time.

(b) Remedies: Failure to comply with any of the provisions of the restrictions will constitute a violation of this declaration and will give rise to a cause of action to recover sums due for damages, for penalties as provided by this declaration or by applicable law, or injunctive relief, or all of those remedies.

5. Enforcement and Non-waiver.

(a) The failure to enforce any provision of the restrictions at any time will not constitute a waiver of the right thereafter to enforce the subject provision of the restrictions or any other provision of this declaration.

6. Grandfathering.

(a) Any permanent improvement that an owner constructed in compliance with a superseded restriction will not be rendered out of compliance or subject to an enforcement action or fine as a result of being out of compliance with any provisions of this declaration adopted or enacted after the construction or installation of the improvement.

7. Construction.

(a) Severability: The provisions of this declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of this declaration will not affect the validity or enforceability of any other provision or portion of this declaration.

(b) Singular Includes the Plural: Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine, or neuter will each include the masculine, feminine, and neuter.

(c) Captions: All captions and titles used in this declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise effect that which is set forth in any of the articles, sections, subsections, paragraphs, or subparagraphs of this declaration.

8. Rights of the Declarant.

(a) All special rights and authority granted to the declarant under this declaration will continue until the date the declarant no longer owns any portion of the subdivision or until a home owner's association is formed pursuant to Article IV of these declarations. If and when a home owner's association is formed it may acquire such rights and authority, provided it arises and is established in conformity with the provisions in Article IV of this declaration.

9. Indemnification, Limitation on Liability.

(a) The declarant, its officers, and directors, is hereby indemnified, and its liability limited to the extent provided in these articles.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date of acknowledgment set forth below, to be delivered and effective as of the day of

7<sup>th</sup> June 2013

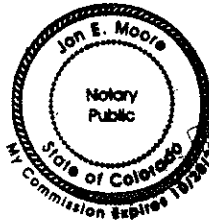
THE FOREGOING DEED RESTRICTIONS ARE FILED AND ON RECORD IN KERR, COUNTY, TEXAS, AS APPLYING TO:

CASTLECOMB SUBDIVISION  
7.92 acres of land out of W.T. Crook Survey 71, A-114  
Surveying by Voelkel Engineering and Surveying

BY: CASTLECOMB TRUST - OWNER

Corey Abel Corey Abel, TRUSTEE

Filed By & Return To:  
Corey Abel, Trustee  
Castlecomb Trust  
3700 Quebec St., Unit 100-168  
Denver, CO 80207-1639



State of Colorado  
City and County of Denver  
Signed this 7<sup>th</sup> day of  
June, 2013 before  
me by Corey Abel  
My Commission Expires 10-20-2013

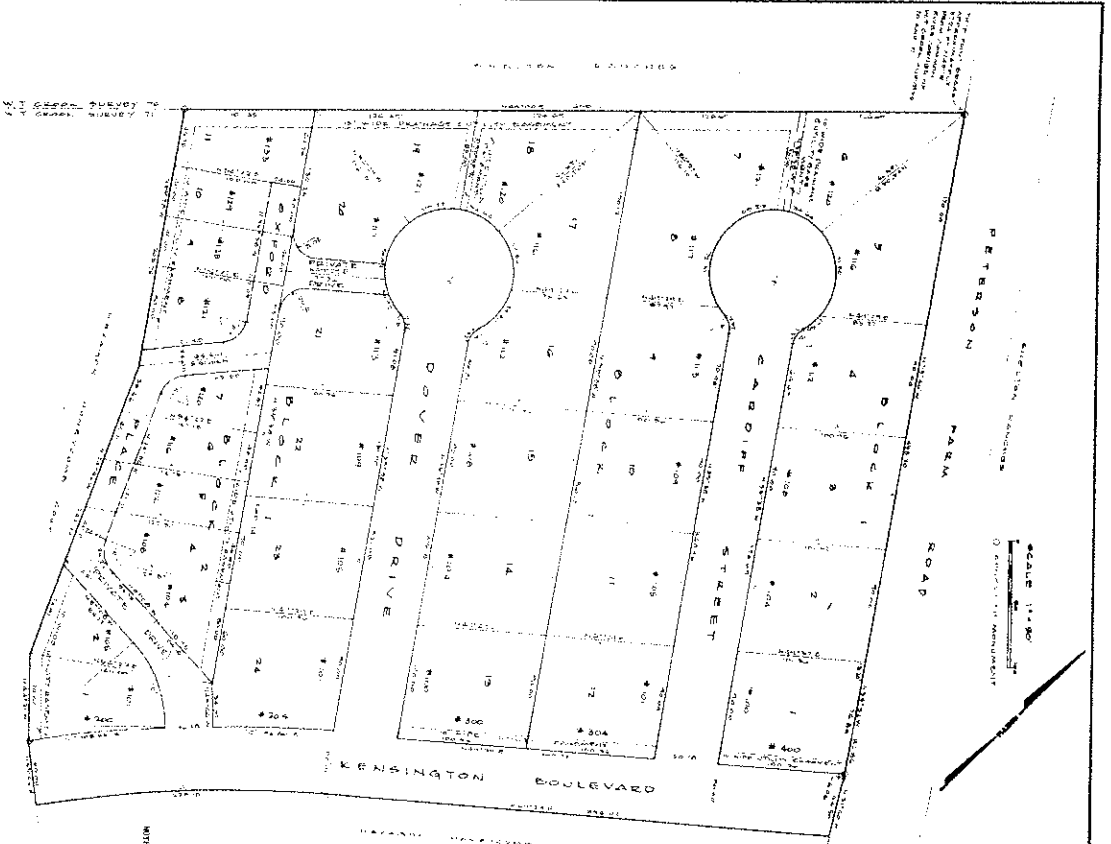
FILED AND RECORDED  
At 9:41 o'clock AM  
STATE OF TEXAS  
COUNTY OF KERR



JUN 07 2013

I hereby certify that this instrument was filed in the filed numbered sequence on the date and time stamped hereon by me and was duly recorded in the Official Records of Kerr County, Texas.  
Jennett Prepper, Kerr County Clerk  
Prepper Deputy





THE STATE OF TEXAS, COUNTY OF KERR, BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Lot No.	Acres	Area
1	0.300	0.300
2	0.300	0.300
3	0.300	0.300
4	0.300	0.300
5	0.300	0.300
6	0.300	0.300
7	0.300	0.300
8	0.300	0.300
9	0.300	0.300
10	0.300	0.300
11	0.300	0.300
12	0.300	0.300
13	0.300	0.300
14	0.300	0.300
15	0.300	0.300
16	0.300	0.300
17	0.300	0.300
18	0.300	0.300
19	0.300	0.300
20	0.300	0.300
21	0.300	0.300
22	0.300	0.300
23	0.300	0.300
24	0.300	0.300
<b>Total</b>	<b>7.92</b>	<b>7.92</b>

NOTED AND CERTIFIED TO BE TRUE AND CORRECT BY ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*Public Notary*

NOTE: Easements for utility services shall extend outside of roadway surface for roadway purposes.

**NOTICE TO BUYER**

1. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

2. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

3. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

4. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

5. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

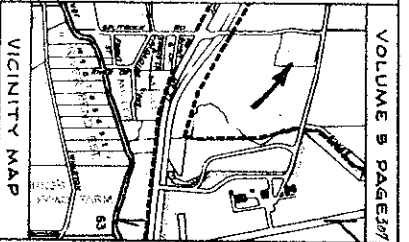
6. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

7. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

8. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

9. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.

10. Buyer hereby certifies that he/she/they have read the entire contents of this plat and the description of the land therein, and that he/she/they are satisfied with the same and that he/she/they have no objection to the same being recorded in the public records of this county, Texas.



**CASTLECOMB**  
 A SUBDIVISION OF KERR COUNTY, TEXAS  
 7.92 ACRES OF LAND OUT OF  
 W.T. CROOK SURVEY 71-A-114,  
 IN KERR COUNTY, TEXAS

VOELKEL SURVEYING & ENGINEERING  
 1011 W. 11th St., Suite 101  
 Abilene, Texas 79602  
 Tel: 325-692-1111  
 Fax: 325-692-1112



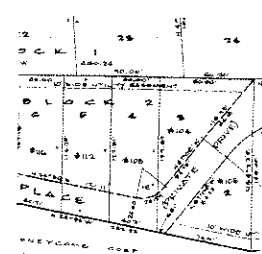






Tax Cert. File # 13-2788

FILE NO. 13-2789

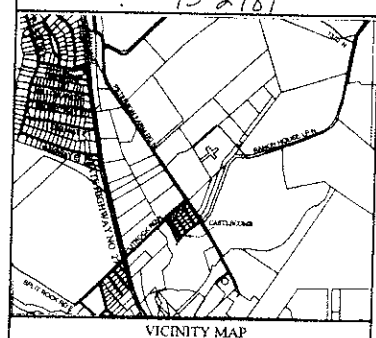


I hereby certify that this plat of Lots 3 and 4, Block 2 of Castlecomb conforms to the subdivision regulations of Kerr County.  
Dated this 11th day of March, 2013.  
[Signature]  
Kerr County Designated Official

This plat of Lots 3 and 4, Block 2 of Castlecomb has been submitted to and considered by the Commissioners Court of Kerr County, Texas and is hereby approved by such Court.  
Dated this 11th day of March, 2013.  
[Signature]  
Kerr County Judge

I hereby certify that the subdivision plan shown herein has been filed in compliance with the Subdivision Regulations for Kerrville, Texas, with the exception of such variances or waivers, if any, as are noted on the minutes of the City Planning and Zoning Commission and that it is in full compliance with the provisions of the City Charter.  
Dated this 15th day of March, 2013.  
[Signature]  
Municipality of Kerrville Planning & Zoning

- GENERAL NOTES
1. THIS PROPERTY IS LOCATED IN KERRVILLE INDEPENDENT SCHOOL DISTRICT, AND WINDMILL AND KERR UTILITY JURISDICTIONS.
  2. THE PROPERTY PLATTED HEREON IS IN ZONE X ACCORDING TO THE FIRM FOR KERR COUNTY.  
MAP NO. 4226203437  
MAP DATE: MARCH 3, 2011
  3. THE RECTANGULAR COORDINATES SHOWN HEREON WERE CALCULATED USING THE CITY OF KERRVILLE COORDINATE SYSTEM. THESE COORDINATES ARE FOR THE CITY OF KERRVILLE MAPPING PURPOSES ONLY AND ARE NOT TO BE USED TO REPLACE METERS CORNERS ON THE GROUND.
  4. THESE LOTS ARE SERVED BY A COMMUNITY WATER SYSTEM AND COMMUNITY SEWER SYSTEM.
  5. THE PROPERTY PLATTED HEREON IS WITHIN THE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF KERRVILLE.
  6. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THIS LOT.



STATE OF TEXAS  
COUNTY OF KERR  
Know All Men By These Presents  
That Castlecomb Trust hereby certifies that it is the owner of the land shown and platted herein for subdivision, that it hereby adopts the plat of subdivision, establishes the easements included hereon, and declares all easements for purposes hereon.  
Witness my hand this 11th day of March, 2013.  
[Signature]  
Carey Abel, Trustee

STATE OF TEXAS  
COUNTY OF KERR  
I, Carey Abel, Trustee, do hereby certify that the subdivision plan shown herein does not include state water or designated 100-year flood hazard areas according to the Flood Insurance Rate Map No. 4226203437, dated March 3, 2011, for Kerr County, Texas, and I, Kerr County Flood Damage Prevention Officer.  
Dated this 11th day of March, 2013.  
[Signature]  
Kerr County Flood Plain Administrator

BEFORE ME, the undersigned authority, on this day personally appeared Carey Abel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, 2013.  
[Signature]  
Notary Public for the State of Texas

I, Carey Abel, Trustee, in the course of the usual business which involves the Castlecomb Subdivision 1 approve of this plat.  
Dated this 11th day of March, 2013.  
[Signature]  
Carey Abel, Trustee

I, Carey Abel, Trustee, in the course of the usual business which involves the Castlecomb Subdivision 1 approve of this plat.  
Dated this 11th day of March, 2013.  
[Signature]  
Carey Abel, Trustee

I, Carey Abel, Trustee, in the course of the usual business which involves the Castlecomb Subdivision 1 approve of this plat.  
Dated this 11th day of March, 2013.  
[Signature]  
Carey Abel, Trustee

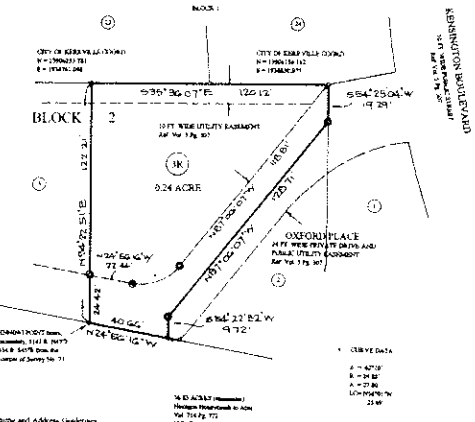
In accordance with Art. 16-11-2 of the Code of Ordinances of the City of Kerrville, Texas and in consideration of the approval of the plat of Lots 3 and 4, Block 2 of Castlecomb, Carey Abel, Trustee does hereby waive any and all claims for damages against the City of Kerrville, Kerr County, Texas, occasioned by the establishment of grades or grades of the streets or the surface of any portion of existing streets and alleys in accordance with the grade established in the above stated subdivision.  
Dated this 11th day of March, 2013.  
[Signature]  
Carey Abel, Trustee

I hereby certify that this plat of Lots 3 and 4, Block 2 of Castlecomb meets with approval of the Board regarding utility easements.  
Dated this 8th day of March, 2013.  
[Signature]  
Kerrville Public Utility Board

I hereby certify that this plat of Lots 3 and 4, Block 2 of Castlecomb meets with approval of the Board regarding utility easements.  
Dated this 8th day of March, 2013.  
[Signature]  
Kerrville Public Utility Board

I certify that this plat is consistent with public safety and the Flood Hazard and Address (numbered) of Kerr 911.  
Dated this 6th day of March, 2013.  
[Signature]  
Fire Marshal

I hereby certify that this plat is an accurate representation of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except in survey was made by registered Professional Surveyor as herein, and all property corners are as shown (bearing true - True North based on GPS observations).  
Dated this 11th day of March, 2013.  
[Signature]  
Registered Professional Land Surveyor No. 3099  
Kerr County Surveyor for Kerr County, Texas



USDA 2011  
NAD 83  
UTM  
Zone 16N  
Datum: NAD 83  
Units: Meter  
Scale: 1:25000  
Datum: NAD 83  
Units: Meter  
Scale: 1:25000

SCALE: 1" = 30'  
GRAPHIC SCALE, FEET

LEGEND  
○ Street (to be added)  
● lot or part of lot

LOT 3R, BLOCK 2  
CASTLECOMB  
A REPLAT OF LOTS 3 AND 4, BLOCK 2

A SUBDIVISION CONTAINING 0.24 ACRE OF LAND, MORE OR LESS, PART OF W.F. CROOK SURVEY NO. 71, ABSTRACT NO. 114 IN KERR COUNTY, TEXAS, COMPRISING ALL OF LOTS 3 AND 4 IN BLOCK 2 OF CASTLECOMB, A SUBDIVISION OF KERR COUNTY ACCORDING TO THE PLAT OF RECORD IN VOLUME 5 AT PAGE 307 OF THE PLAT RECORDS OF KERR COUNTY TEXAS.

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS on this 11th day of March, 2013 by Order No. 33072 of said Court FILED for RECORD on the 13th day of April, 2013 at 11:58 AM. L. M. as RECORDER on the 13th day of April, 2013.  
Dated this 11th day of March, 2013.  
[Signature]  
County Recorder, Kerr County, Texas



JANUARY 2013

VOELKEL  
LAND SURVEYING, PLLC  
211 OLIVE STREET, KERRVILLE, TEXAS 78601-3512  
TEL: 361-2222 FAX: 361-2223